

EXHIBIT 8



Leydig, Voit & Mayer, Ltd.
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February 3, 2022

VIA EMAIL
CONFIRMATION VIA CERTIFIED MAIL

Under Rules of Evidence Pertaining to Settlements

Ajay A. Talwar
Atlantic Subsea, Inc.
PO Box 714/108 Ferry Road
Bridgeport, NJ 08014
ajay.talwar@atlanticsubsea.com

Re: Northern Divers USA, Inc.

Dear Mr. Talwar:

We represent Northern Divers USA in intellectual property matters. We have been advised of the dispute between Northern Divers and Atlantic Subsea concerning Atlantic Subsea's recent use of our client's proprietary pipe cleaning system and method. That dispute arises from Atlantic Subsea's unauthorized use of Northern Divers' confidential information and proprietary method at the Salem Nuclear Station in Newark, New Jersey, in late 2021, without appropriate payment to Northern Divers of \$100,000.

Northern Divers' confidential and proprietary information is subject to agreements with Atlantic Subsea, including a Confidentiality Agreement executed by you in January 2015 on behalf of Atlantic Subsea, and a Contract dated May 3, 2017, and entered by you on behalf of Atlantic Subsea on May 19, 2017. Aspects of Northern Divers' proprietary system and method are also the subject of U.S. Patent No. 9,687,891.

In particular, the May 3, 2017, Contract provides as follows:

"Northern Divers USA and Atlantic Sub Sea will work together under the understanding of our confidentiality agreement [the 2015 agreement between Northern Divers and Atlantic Subsea] And in no way, will any confidential information be used or repeated until a final agreement between both parties is completed for future system use by Atlantic Sub Sea."

The Contract further provides that if a dispute arises between the parties concerning the Contract, and the parties cannot resolve the dispute between themselves, the parties will attempt to settle the dispute by mediation through the American Arbitration Association before pursuing legal remedies. The Confidentiality Agreement separately provides that Illinois law

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governs that agreement, and that legal remedies will be pursued in a state or federal court of competent jurisdiction in Illinois.

As there has been no final agreement between the parties subsequent to the Contract concerning Atlantic Subsea's continued use of Northern Divers' proprietary system and method, Atlantic Subsea is precluded under the Contract from using Northern Divers' proprietary system and method, as that system and method requires the use of Northern Diver's confidential information. Accordingly, Atlantic Subsea's use of the system and method at the Salem Nuclear Station in Newark in late 2021 constitutes at least a breach of the Contract. Northern Divers would like to resolve this breach amicably, without invoking the mediation provision of the Contract, and without terminating the Confidentiality Agreement, which would trigger the return of all Northern Divers' confidential information that is currently in the possession of Atlantic Subsea.

This matter can be resolved with the payment of \$100,000 to Northern Divers by wire transfer within ten days of receipt of this letter. Should Atlantic Subsea fail to initiate a wire transfer of funds to Northern Divers within ten days of receipt of this letter, we will be left with no choice but to proceed to mediation.

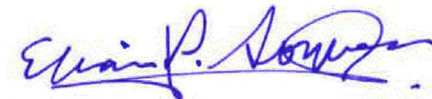
Upon payment of the \$100,000 due and owing Northern Divers, Northern Divers is willing to extend a fully paid up license under the '891 patent and authority to use its confidential and proprietary information concerning its pipe cleaning system and method in New Jersey for a lump sum payment of \$500,000. Inasmuch as our client estimates that seven or eight pipe cleanings will be required at the Salem Nuclear Station over the next fourteen years, this one-time payment represents a discount over a single use license for each anticipated pipe cleaning job at that facility, and in addition would permit you to use the system and method at other facilities in New Jersey without additional payments to Northern Divers.

Please be advised that nothing contained in this letter is intended as, or may be deemed or construed to constitute, a waiver or relinquishment of any of Northern Diver's rights and remedies under the circumstances, all of which are expressly reserved.

Very truly yours,

LEYDIG, VOIT & MAYER, LTD.

By:



Elias P. Soupos



Charles H. Mottier